

RESOLUTION NO. 37-07-08

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT WITH CREATIVE FIREWORKS COMPANY, INC. FOR THE TOWN'S JUNE 28, 2008 FIREWORKS DISPLAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida ("Town") agrees to enter into an Agreement with Creative Fireworks Company, Inc. to display fireworks for the Town's June 28, 2008 Fireworks Display; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Contract attached hereto as **Exhibit "A"** thereto, and all other necessary documents to effectuate the Contract.

Section 3. This Resolution shall be effective upon adoption.

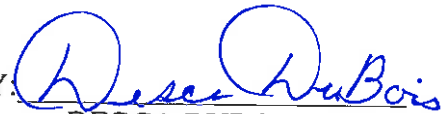
The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR DESCA DUBOIS	<u>X</u>	_____
VICE-MAYOR ED DALY	<u>X</u>	_____
COMMISSIONER CHUCK BALIUS	<u>X</u>	_____
COMMISSIONER JEFF CAREY	<u>X</u>	_____
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	_____

The Town Commission thereupon declared the foregoing Resolution NO. 37-07-08 duly passed and adopted this 16 day of July, 2008.

TOWN OF LAKE PARK, FLORIDA

BY:



DESCA DUBOIS
MAYOR

ATTEST:



VIVIAN MENDEZ LEMLEY
TOWN CLERK



Approved as to form and legal sufficiency:

BY:



THOMAS J. BAIRD
TOWN ATTORNEY

AGREEMENT

This AGREEMENT, executed this ____ day of JULY, 2008, by and between Town of Lake Park, hereinafter called "TOWN", party of the first part, and CREATIVE FIREWORKS COMPANY, INC., a Florida Corporation, hereinafter called CONTRACTOR, party of the second part.

RECITAL

In consideration of the below agreement and covenants set forth herein, the parties agree as follows:

The CONTRACTOR agrees to furnish to the TOWN an exhibition of pyrotechnics, as per a program mutually agreed upon by both the TOWN and CONTRACTOR on the date and time as noted: June 28, 2008 9:00 pm on que of the SPONSOR.

The TOWN agrees to furnish and set up rope lines and provide monitors i.e. law enforcement, security or marine patrol for crowd control, as required, for the protection of the public. The monitors shall remain in communication with the CONTRACTOR to immediately report any condition that may endanger the health and safety of any person or property.

The CONTRACTOR and/or TOWN will stop the display if any spectator enters the discharge area or any fall-out (i.e. sparks, debris) from the fireworks has been observed, or as reported by the monitors, in any area that may become hazardous life or property.

The TOWN agrees to provide an approved site acceptable by the local authority having jurisdiction for the discharge of the display of pyrotechnics, and described as:
Intercoatal Waterway east of Lake Shore Park.

The CONTRACTOR agrees to obtain all permits required by the local, state and federal authorities.

The CONTRACTOR agrees to furnish all material required for the exhibition.

The CONTRACTOR agrees to keep all pyrotechnics secure and dry in the event of rain and stormy weather.

The CONTRACTOR may test fire fireworks at any time prior to the exhibition to determine wind direction and fallout patterns and will aim all pyrotechnics away from the spectators viewing area.

The CONTRACTOR and TOWN agree in the event of rain or inclement weather, creating unsafe conditions as determined by the CONTRACTOR, that the display of pyrotechnics will be postponed to a day and time certain as identified by the TOWN. If the display is rescheduled to a date other than herein specified the TOWN will make the final payment in full, and make payment for the cost of personnel time and material, explosive storage and handling charges. Such additional cost shall not exceed 25% of the total show cost as herein specified.

The CONTRACTOR and TOWN agree to inspect the discharge site and all surrounding areas immediately after the event. During said inspection any used explosives will be removed by the CONTRACTOR. The CONTRACTOR shall also remove all materials utilized in the process of preparing for and performing the exhibition. The TOWN will provide final clean-up and removal of paper and debris that remain following the display.

The CONTRACTOR agrees to carry liability insurance with limits of not less than \$500,000 per occurrence and in the aggregate, for any and all injuries and/or damage that might be caused to any person, persons and/or property by reason of any defective pyrotechnics, apparatus, equipment or fixtures furnished by CONTRACTOR or its employees in connection with the exhibition hereinabove agreed to be given. The TOWN shall be included as an additional insured on the liability insurance policy provided by the CONTRACTOR.

CONTRACTOR shall indemnify and hold harmless the Town, its elected and appointed officials, employees, contract employees, agents, or consultants from any and all liability arising from CONTRACTOR'S exhibition.


The TOWN agrees to pay to CONTRACTOR the sum of **\$15,000** 50% deposit paid with the signed contract and remaining balance on **June 28, 2008**

The TOWN may increase the budget of the display as deemed acceptable to the CONTRACTOR.

This agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the Laws of Florida in all respects without reference to the laws of any other state or nation. Quotations, contracts and deliveries are contingent on causes beyond control of CONTRACTOR.


IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWN ON LAKE PARK

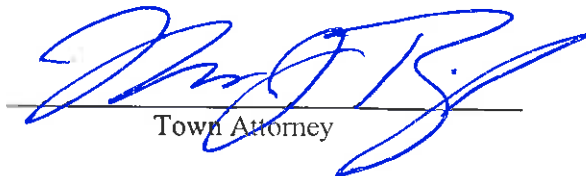

Mayor

ATTEST:




Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Town Attorney

Witnesses as to CONTRACTOR: CREATIVE FIREWORKS COMPANY, INC.
a Florida corporation.

Witness:  Title: Director of Operations

Corporate Seal

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2008

PRODUCER Phone: 440-248-4711 Fax: 440-248-5406
Britton-Gallagher and Associates, Inc.
6240 SOM Center Rd.
Cleveland OH 44139

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Creative Fireworks Company Inc.
P. O. Box 468
Jensen Beach FL 34957

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A Lexington Insurance Co

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	6990335	11/1/2007	11/1/2008	EACH OCCURRENCE	\$1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
					MED EXP (Any one person)	\$
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Date of Display: June 28, 2008

Location: Intercoastal Waterway East of Kelsey Park, Corner of US 1 & Park Ave, Lake Park, FL 33403

Additional Insured: Palm Beach County, Town of Lake Park

CERTIFICATE HOLDER

Town of Lake Park
535 Park Ave.
Lake Park FL 33403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.